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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

LEANDER GREEN,)	No. C 05-1514 MEJ
)	
Plaintiff,)	STIPULATION CONFIRMING
)	SETTLEMENT REACHED AT
v.)	JUDICIALLY SUPERVISED
)	CONFERENCE BEFORE THE
UNITED STATES,)	HONORABLE JOSEPH C. SPERO ON
)	JUNE 8, 2006; PROPOSED ORDER
Defendant.)	

IT IS HEREBY STIPULATED BY AND BETWEEN PLAINTIFF LEANDER ALLEN GREEN, JR., ON THE ONE HAND, AND DEFENDANT UNITED STATES OF AMERICA, ON THE OTHER HAND, AS FOLLOWS:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.
2. The United States of America, defendant, agrees to pay to the plaintiff the sum of Thirty Thousand Dollars (\$30,000.00) exactly, which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences

1 thereof, resulting, and to result, from the same subject matter that gave rise to the above-
2 captioned lawsuit, for which plaintiff or his heirs, executors, administrators, or assigns,
3 and each of them, now have or may hereafter acquire against the United States of
4 America or its agents, servants, and employees.

- 5 3. Plaintiff and his heirs, executors, administrators or assigns hereby agree to accept the
6 sum of Thirty Thousand Dollars (\$30,000.00) exactly in full settlement and satisfaction
7 of any and all claims, demands, rights, and causes of action of whatsoever kind and
8 nature, arising from, and by reason of any and all known and unknown, foreseen and
9 unforeseen bodily and personal injuries, damage to property and the consequences
10 thereof which they may have or hereafter acquire against the United States of America or
11 its agents, servants and employees on account of the same subject matter that gave rise to
12 the above-captioned lawsuit. Plaintiff and his heirs, executors, administrators or assigns
13 further agree to reimburse, indemnify and hold harmless the United States of America
14 and its agents, servants or employees from any and all such causes of action, claims,
15 liens, rights, or subrogated or contribution interests incident to or resulting from further
16 litigation or the prosecution of claims by plaintiff or his heirs, executors, administrators
17 or assigns against any third party or against the United States of America.
- 18 4. This stipulation for compromise settlement is entered into by all parties for the purpose of
19 compromising disputed claims and avoiding the expenses and risks of litigation. This
20 settlement does not constitute an admission of liability or fault on the part of any party.
- 21 5. This agreement may be pled as a full and complete defense to any subsequent action or
22 other proceeding which arises out of the claims released and discharged by the
23 agreement.
- 24 6. It is also agreed, by and among the parties, that the settlement amount of Thirty Thousand
25 Dollars (\$30,000.00) exactly, which is to be paid by the United States of America to
26 plaintiff, represents the entire amount of the compromise settlement and that the
27 respective parties will each bear their own costs, fees, and expenses and that any
28 attorneys' fees owed by the plaintiff will be paid out of the settlement amount and not in

addition thereto.

7. The settlement amount will be made by a check payable to "Leander Allen Green, Jr. and his attorneys Law Office of Michael Wohlstadter/Mark Mandel, Esq." Plaintiff's counsel shall be responsible for distributing funds to plaintiff.

8. In consideration of the payment of Thirty Thousand Dollars and No Cents (\$30,000.00) and the other terms of this Stipulation and Agreement, as set forth above, plaintiff agrees to immediately upon execution of this agreement, execute the accompanying Stipulation and [Proposed] Order for Dismissal with Prejudice, which stipulation shall dismiss, with prejudice, all claims asserted in This Action or any claims that could have been asserted in this Action, which is captioned *Leander Green v. United States of America*, C 05-1514 MEJ. The fully executed Stipulation of Dismissal will be held by counsel for the defendant and will be filed with the Court upon receipt by plaintiff's counsel of the settlement amount and the completion of the settlement terms described herein.

9. Plaintiff hereby releases and forever discharges the United States of America and any and all of its past and present officials, employees, agents, attorneys, their successors and assigns, from any and all obligations, damages, liabilities, actions, causes of actions, claims and demands of any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising out of the allegations set forth in plaintiff's pleadings in this action.

10. The provisions of California Civil Code Section 1542 are set forth below:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

11. Plaintiff, having been apprised of the statutory language of Civil Code Section 1542 by his attorneys, and fully understanding the same, nevertheless elect to waive the benefits of any and all rights he may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands that, if the facts concerning injuries or liability for damages pertaining thereto are found hereinafter to be other than or different

1 from the facts now believed by them to be true, the Agreement shall be and remain
2 effective notwithstanding such material difference.

3 12. The parties agree that this stipulation is intended to be a full and final settlement of all
4 claims arising out of the allegations set forth in plaintiff's pleadings in this action.
5 Plaintiff agrees to indemnify and hold harmless defendant United States of America from
6 any and all claims, demands, obligations, liens, and lawsuits brought against the United
7 States of America, its agencies or employees, arising out of the allegations set forth in
8 plaintiff's complaint in this action.

9 13. Defendant will tender the settlement check within sixty days of the date of the settlement,
10 which settlement occurred on June 8, 2006 when the Honorable Joseph C. Spero placed
11 the terms of settlement on the record and the parties, including plaintiff, affirmed their
12 agreement to the terms and conditions of settlement.

13 14. This instrument shall constitute the entire agreement between the parties, and it is
14 expressly understood and agreed that the agreement has been freely and voluntarily
15 entered into by the parties hereto with the advice of counsel, who have explained the
16 legal effect of this agreement. The parties further acknowledge that no warranties or
17 representations have been made on any subject other than as set forth in this Agreement.
18 This Agreement may not be altered, modified or otherwise changed in any respect except
19 by writing, duly executed by all of the parties or their authorized representatives.

20 15. The parties agree that, should any dispute arise with respect to the implementation of the
21 terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue any
22 of the original causes of action. Plaintiff's sole remedy in such a dispute is an action to
23 enforce the Agreement in district court. The parties agree that the district court will
24 retain jurisdiction over this matter for the purposes of resolving any dispute alleging a
25 breach of this Agreement.

26 16. This stipulation may be signed in counterparts. Each party acknowledges that they have
27 been represented by and have relied upon independent counsel in negotiating, preparing,
28 and entering into this Stipulation and Agreement and that they have had the contents of

this Stipulation and Agreement fully explained by counsel and that they are fully aware of and understand all of the terms of the agreement and the legal consequences thereof. It is further acknowledged that the parties have mutually participated in the drafting of this agreement and it is agreed that no provision shall be construed against any party hereto by virtue of the drafting of this Stipulation and Agreement.

17. The parties further agree that the filing of this executed Stipulation and Agreement shall notify the Court of the parties' agreement to vacate all pending discovery, motion hearing dates, settlement or pretrial deadlines or trial date associated with this litigation.

DATED: June 16, 2006

/s/
LEANDER ALLEN GREEN, JR.
Plaintiff

DATED: June 23, 2006

LAW OFFICES OF MICHAEL F.
WOHLSTADLER

/s/
By: MARK W. MANDEL
Attorneys for Plaintiff Green

DATED: June 30, 2006

KEVIN V. RYAN
United States Attorney

/s/
JONATHAN U. LEE
Attorneys for Defendants

BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED:

July 5, 2006
DATED: _____

HON. MARIA-ELENA JAMES
United States Magistrate Judge

